

**Circuit Court of Maryland for Charles County**

**NHN PROPERTIES, LLC**

P.O. Box 45122  
Westlake, Ohio 44145

Case No.: C-08-CV-21-000570

Plaintiff,

**AVANCE TITLE, LLC**  
8100 Boone Boulevard, Ste 330  
Vienna VA 22182,

Serve on  
Incorp Services, Inc.  
1519 York Road  
Lutherville MD 21093,

and

**SOLEDAD HERRERA** Title Agent, Individually  
8100 Boone Boulevard, Ste 330  
Vienna VA 22182,

Defendants.

**Complaint**

Plaintiff, NHN Properties, LLC ("NHN"), by its attorney, William M. Rudow, Esquire, and the Law Office of Hunter C. Piel, LLC, sues Defendants, Avance Title LLC ("ATLLC") and Soledad Herrera ("Herrera") and as reasons states as follows:

1. Plaintiff, NHN Properties, LLC, is an Ohio limited liability company.
2. Defendant, Avance Title LLC, does business in Maryland, has a principal place of business as 8100 Boone Boulevard, Ste 330, Vienna VA 22182, and is registered as a Foreign LLC in Maryland with the State Department of Assessment and Taxation.
3. Defendant, Soledad Herrera, works at Defendant Avance, Title LLC at 8100 Boone Boulevard, Ste 330, Vienna VA 22182.

4. Plaintiff entered into a contract ("Contract") with ATLLC to close a loan from the Plaintiffs to Monster Investments, Inc., dated January 11, 2021, in the original principal amount of \$2,500,000.00 ("Loan") secured by a first lien on a series of properties in favor of the Plaintiff (collectively, "Properties") identified as follows:

**Lot Numbered Eight (8) in the subdivision known and called "Shelton Square, a Resubdivision of Lot 2 of Revised Plat, Land of Ralph T. Shelton and wife (37/64)", as shown and described on the Plat thereof duly recorded among the Land Records of Charles County, Maryland in Plat Book DGB 43, folio 101.**

Said property known as 8 Shelton Court, Indian Head, Charles, MD 20640

**Lot Numbered Fourteen (14) in the subdivision known and called "SHELTON SQUARE, a Re-subdivision of Lot 2 of Revised Plat, Land of Ralph T. Shelton and wife (37/64)", as shown and described on the Plat thereof duly recorded among the Land Records of Charles County, Maryland in Plat Book DGB 43, at Folio 101.**

Said property known as 14 Shelton Court, Indian Head, Charles, MD 20640

**Lot Numbered Sixteen (16) in the subdivision known and called "Shelton Square, a Resubdivision of Lot 2 of Revised Plat, Land of Ralph T. Shelton and wife (37/64)", as shown and described on the Plat thereof duly recorded among the Land Records of Charles County, Maryland in Plat Book DGB 43, folio 101.**

Said property known as 16 Shelton Court, Indian Head, Charles, MD 20640

**Lot Numbered Eighteen (18) in the subdivision known and called "Shelton Square, a Resubdivision of Lot 2 of Revised Plat, Land of Ralph T. Shelton and wife (37/64)", as shown and described on the Plat thereof duly recorded among the Land Records of Charles County, Maryland in Plat Book DGB 43, folio 101.**

Said property known as 18 Shelton Court, Indian Head, Charles, MD 20640

**Lot Numbered Nineteen (19) in the subdivision known and called "Shelton Square, a Resubdivision of Lot 2 of Revised Plat, Land of Ralph T. Shelton and wife (37/64)", as shown and described on the Plat thereof duly recorded among the Land Records of Charles County, Maryland in Plat Book DGB 43, folio 101.**

Said property known as 19 Shelton Court, Indian Head, Charles, MD 20640

**Lot Numbered Twenty-Seven (27) in the subdivision known and called "Shelton Square, a Resubdivision of Lot 2 of Revised Plat, Land of Ralph T. Shelton and wife (37/64)", as shown and described on the Plat thereof duly recorded among the Land Records of Charles County, Maryland in Plat Book DGB 43, folio 101.**

Said property known as 27 Shelton Court, Indian Head, Charles, MD 20640

**Lot Numbered Twenty-Eight (28) in the subdivision known and called "Shelton Square, a Resubdivision of Lot 2 of Revised Plat, Land of Ralph T. Shelton and wife (37/64)", as shown and described on the Plat thereof duly recorded among the Land Records of Charles County, Maryland in Plat Book DGB 43, folio 101.**

Said property known as 28 Shelton Court, Indian Head, Charles, MD 20640

**Lot Numbered Thirty (30) in the subdivision known and called "Shelton Square, a Resubdivision of Lot 2 of Revised Plat, Land of Ralph T. Shelton and wife (37/64)", as shown and described on the Plat thereof duly recorded among the Land Records of Charles County, Maryland in Plat Book DGB 43, folio 101.**

Said property known as 30 Shelton Court, Indian Head, Charles, MD 20640

**Lot number Two (2), containing 2.5579 acres, more or less, 'PENNY SUBDIVISION", as per plat thereof duly recorded among the Land Records of Charles County, Maryland, in Plat Book No. 21, Folio 46, together with all the equipment, fixtures and appliances located on said land and premises titled in the said C.B. Barger James R Latham and William D Zantzinger, or any one of them.**

Said property known as 2400 Old Washington Road, Waldorf, MD 20601

**Beginning for the same at a pipe fixed in the round on the southwest side of Old Washington Road, said pipe marking the most northerly corner of the land owned by Q. Berry, Investments, Inc. (deed recorded in Liber 345, Folio 99) and marking the most westerly corner of the parcel now described; running thence with said Old Washington Road n 45 deg 19 min 40 sec E - 140.46 feet to a pipe; thence leaving said road and running with the land owned by Adolf L Hintze (deed recorded in Liber 468, Folio 250) S 40 deg 40 min 56 sec E - 175.45 feet to a pipe; thence leaving said Adolf L Hintze land and running S 49 deg 19 min 04 sec W - 168.48 feet to a pipe fixed in the line of the said land N 31 deg 00 min 00 sec W - 168.06 feet to the point of beginning, containing .603 of an acre, more or less.**

Said property known as 2380 Old Washington Road, Waldorf, MD 20601

**All of Lot No. 1, consisting of 1,741 acres, as shown on plat by D.H. Steffens Co., Land Surveyor, entitled "Land of Erich J Hintze, Sr, 6th Election District, Charles County, Maryland" duly recorded among the Plat Records of Charles County, Maryland in Plat Book 26, Folio 139. Granting also to the Grantee, its successor and assigns the concurrent use, with the Grantor, their heirs and assigns, for the benefit of the land herein conveyed, and for the purpose of ingress and egress, to and from the said land, from and to Old Washington Road, of that 50 foot wide right of way shown on said plat leading from Old Washington Road to the northwest boundary line of Lot No. 1.**

Said property known as 12095 Hintze Place, Charles, MD 20601

5. The first lien was to be created by, inter alia, having a Deed of Trust executed and duly recorded in the proper land records office, and disbursing the Plaintiff's funds as Loan proceeds in such a manner as to pay off and/or clear all liens on all of the Properties so that when the Deed of Trust was recorded it would create a first lien on all of the Properties in favor of the Plaintiff securing the Loan.
6. Pursuant to Plaintiff's instructions to Defendants, in order to fund the Loan, the Defendants were to confirm that Plaintiff will be the first lienholder on the Properties and the Deed of Trust must be recorded with the proper county recording office.
7. Defendants closed the Loan, distributing the Plaintiff's Loan proceeds, but failed to secure a first lien on the Properties in favor of the Plaintiff to secure the Loan.
8. The Loan closing included, without limitation, receiving and disbursing the Plaintiff's \$2,500,000.00, coordinating the execution and distribution of the Plaintiff's Loan documents, and in some instances, recording said Loan document(s); these disbursements should, inter alia, have been used to pay off or clear previous lien holders with liens on the Properties that would prevent the Plaintiff's new liens from being in first position.
9. Defendant, Herrera, was the title agent who personally handled the Loan closing.
10. The Properties are valued at \$3,230,000.00.
  - a. 8 Shelton Court, Indian Head, Charles, MD 20640 \$185,000.00;
  - b. 14 Shelton Court, Indian Head, Charles, MD 20640 \$185,000.00;
  - c. 16 Shelton Court, Indian Head, Charles, MD 20640 \$185,000.00;
  - d. 18 Shelton Court, Indian Head, Charles, MD 20640 \$185,000.00;
  - e. 19 Shelton Court, Indian Head, Charles, MD 20640 \$185,000.00;
  - f. 27 Shelton Court, Indian Head, Charles, MD 20640 \$185,000.00;

- g. 28 Shelton Court, Indian Head, Charles, MD 20640 \$185,000.00;
- h. 30 Shelton Court, Indian Head, Charles, MD 20640 \$185,000.00;
- i. 2400 Old Washington Road, Waldorf, MD 20601 \$1,400,000.00; and
- j. 2380 Old Washington Road, Waldorf, MD 20601 \$350,000.00.

11. The Properties are encumbered by liens that prime the Plaintiff's lien as follows:

- a. 8 Shelton Court, Indian Head, Charles, MD 20640 \$200,000.00;
- b. 14 Shelton Court, Indian Head, Charles, MD 20640 \$200,000.00;
- c. 16 Shelton Court, Indian Head, Charles, MD 20640 \$200,000.00;
- d. 18 Shelton Court, Indian Head, Charles, MD 20640 \$200,000.00;
- e. 19 Shelton Court, Indian Head, Charles, MD 20640 \$200,000.00;
- f. 27 Shelton Court, Indian Head, Charles, MD 20640 \$200,000.00;
- g. 28 Shelton Court, Indian Head, Charles, MD 20640 \$200,000.00;
- h. 30 Shelton Court, Indian Head, Charles, MD 20640 \$200,000.00;
- i. 2400 Old Washington Road, Waldorf, MD 20601 \$1,924,000.00; &
- j. 2380 Old Washington Road, Waldorf, MD 20601 \$500,000.00.

12. The Plaintiff's equity in the Properties is \$0.00.

**Count 1 – Breach of Contract - ATLCC**

- 13. The Plaintiff incorporates the allegations in paragraphs 1 – 12 herein.
- 14. Defendant ATLCC entered into a contract with the Plaintiff to provide, inter alia, a first lien on each of the Properties.
- 15. The Defendant ATLCC breached the contract by failing to provide a first lien on any of the Properties in favor of the Plaintiff to secure the Loan.
- 16. Failure to provide a first lien on each Property harmed the Plaintiff in that the collateral for the Loan was reduced by the value of the Property to the extent that a lien primed/es the Plaintiff's lien in each Property.
- 17. Failure to provide a first lien on each Property further harmed the Plaintiff in that when the Loan was in default, the Plaintiff could not realize on the Loan

collateral – Property - in the amount(s) expected as a Property first lien holder.

WHEREFORE, the Plaintiff seeks judgment in favor of the Plaintiff against the Defendant ATLCC in excess of \$75,000.00, court costs and such other and further relief as justice in this case may require.

**Count 2 – Tort – Negligence / Fiduciary Duty – ATLLC & Soledad Herrera**

18. The Plaintiff incorporates the allegations in paragraphs 1 – 17 herein.
19. The Defendants owe the Plaintiff a fiduciary duty in performing the Loan closing because, *inter alia*, the Defendants in their capacities as escrow agents, handled the Plaintiff's \$2,500,000.00 Loan proceeds, and Loan documents.
20. The Defendants negligently breached their fiduciary duties owed to the Plaintiff, as a secured lender, to act with the skill and care of a reasonable escrow agent by failing to close the Loan in such a manner as to provide the Plaintiff with a first lien on all of the Properties or alternatively, if unable to do so, failing to return to the Plaintiff the Plaintiff's Loan proceeds, as held in escrow, & ceasing to close the Loan.
21. As a direct and proximate cause of the Defendants' negligent actions, the Plaintiff has suffered economic damages.

WHEREFORE, the Plaintiff seeks judgment in favor of the Plaintiff against Defendants ATLCC and Soledad Herrera, jointly and severally, in excess of \$75,000.00, court costs and such other and further relief as justice in this case may require.

December 3, 2021

/S/ William Rudow

William M. Rudow, Esquire  
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Law Office of Hunter C. Piel LLC  
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Towson, MD 21204  
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Attorney for Movants

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The submission does not contain any restricted information OR, if it does, the certificate states the reason and legal basis for including it and I have attached redacted and unredacted copies marked appropriately as required by Rule 20-201.